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**SUBCONTRACT SCHEDULE**

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**SUBCONTRACT NO.**

**UNDER**

**PRIME CONTRACT NO. DE-AC36-99GO10337**

**CONTRACTING PARTY:** MIDWEST RESEARCH INSTITUTE  
NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

**SUBCONTRACTOR:**

**ADDRESS:**

**SUBCONTRACT TITLE:** "ZERO ENERGY HOMES (ZEH) ENERGY SUPPLY SYSTEMS  
INTEGRATION"

**TYPE OF SUBCONTRACT:** FIRM FIXED PRICE WITH PRICE PARTICIPATION - PHASED

**PERIOD OF PERFORMANCE:** EXECUTION DATE THROUGH () MONTHS

<b>SUBCONTRACT AMOUNT:</b>	NREL	SUBCONTRACTOR	TOTAL
	<u>AMOUNT</u>	<u>PRICE PARTICIPATION</u>	<u>PRICE</u>
	\$	\$	\$

**PAYMENT TERMS:** NET 30

**SUBCONTRACTOR'S  
REMITTANCE NAME  
AND ADDRESS:**

**FUNDED AMOUNT AND  
TASK CHARGE NUMBER:** \$

SUBCONTRACT NO.  
BETWEEN  
MIDWEST RESEARCH INSTITUTE  
NATIONAL RENEWABLE ENERGY LABORATORY DIVISION  
AND  
SCHEDULE

**INTRODUCTION**

THIS SUBCONTRACT is effective upon execution by the Midwest Research Institute, National Renewable Energy Laboratory Division and is between the Midwest Research Institute, acting through its National Renewable Energy Laboratory Division (hereinafter called "NREL") and\*\*\*, (hereinafter called "Subcontractor"), whose principal offices are located in\*\*\*.

Midwest Research Institute has entered into Contract No. DE-AC36-99GO10337 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the operation and management of the National Renewable Energy Laboratory.

This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

**AGREEMENT**

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

**ARTICLE 1 - THE WORK TO BE PERFORMED**

- A. The Subcontractor shall perform the work generally described as "", and specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.



**ARTICLE 2 - THE PERIOD OF PERFORMANCE**

- A. The period of performance under this subcontract shall be as follows:

Phase I:	Date of Execution through **
Phase II:	** through **
Phase III:	** through **
Phase IV:	** through **

- B. Each of these periods may be extended by mutual written agreement of the parties. NREL will make a decision, based on its sole judgement, whether or not to continue and incrementally fund each Phase prior to the completion date of each Phase. If all Phases are authorized by NREL, the total period of performance for the subcontract would be \*\* (\*) (months. If NREL should decide not to authorize a Phase, the subcontract shall be considered complete upon submittal of the final version of the Annual Technical Report, with corrections as specified by NREL, if any.



### ARTICLE 3 - PRICE AND PAYMENT

- A. In full consideration of the Subcontractor's performance, hereunder, NREL shall pay the Subcontractor the prices stipulated in B below, less any deductions provided in this subcontract. The total price for performance and receipt and acceptance of all deliverables under this subcontract is \$.
- B. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the amount specified:



<u>Occurrences</u>	<u>Amount</u>
1.	\$
Total Price:	\$

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverables above and upon submission by the Subcontractor of an invoice, in a form satisfactory to the Subcontract Administrator in accordance with the article entitled "Invoices"; provided, however, that said payments shall not be deemed to prejudice any rights which NREL may have by law or under other provisions of this subcontract.

- C. The total amount to perform the work identified in Appendix A, Statement of Work (SOW), is \$. Out of this amount, NREL will pay a firm fixed price amount of \$, and the Subcontractor and its lower-tier subcontractors will provide price participation in the amount of \$. To demonstrate this, a breakdown is provided as follows:

<u>NREL Subcontract Firm Fixed Price</u>	<u>Subcontractor's Price Participation</u>	<u>Total Price of SOW Effort</u>
\$	\$	\$



### ARTICLE 4 - SUBCONTRACTOR ACQUIRED PROPERTY AND TITLE

Unless otherwise specified herein, all materials, supplies, and equipment shall be procured with funds allocated as the Subcontractor's price participation. Therefore, title to such materials, supplies, and equipment shall remain with the Subcontractor. The retention of title to such material, supplies, and equipment, with the Subcontractor shall be subject to the conditions below.

1. The Subcontractor shall not charge depreciation, amortization, or use charges for the materials, supplies, or equipment under any other Federal Government contract, subcontract, cooperative agreement, or grant either currently or in the future.

2. Said materials, supplies, or equipment shall be used for the benefit of research and development under this subcontract and any extension hereto.

**ARTICLE 5 - APPLICABLE DOCUMENTATION**

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled "Statement of Work" dated .
- B. Appendix B-3, entitled "Standard Terms and Conditions" dated 7/24/00.
- C. Appendix C-1 or C-2, entitled "Intellectual Property Provisions" dated 10/22/98.
- D. Subcontractor's technical proposal dated \*, together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

**ARTICLE 6 - ORDER OF PRECEDENCE**

Any inconsistency in this subcontract, shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-3);
- D. Intellectual Property Provisions (Appendix C-1 or C-2);
- E. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- F. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

**ARTICLE 7 - RIGHTS TO PROPOSAL DATA**

Except for technical data contained on pages (None) of the subcontractor's proposal dated \* which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

**ARTICLE 8 - SUBCONTRACT ADMINISTRATION RESPONSIBILITIES**

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.

- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated Victoria Nosal, as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is (303) 384-7325.
- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated \*, as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the subcontract's price, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is (303) 384-.

**ARTICLE 9 - KEY PERSONNEL**

- A. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this subcontract, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this subcontract and shall not reassign or remove any of them without the consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Telephone No.</u>
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- B. Whenever, for any reason, one or more of the designated key personnel designated above, is unavailable for assignment for work under this subcontract, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.

**ARTICLE 10 - INVOICES**

Invoices for work accomplished under this subcontract shall be submitted in an original and one copy to:

National Renewable Energy Laboratory  
Attn: Mercedes Amador  
1617 Cole Boulevard  
Golden, CO 80401-3393

To facilitate processing and payment each invoice shall include as applicable the following: (1) the date of the invoice, (2) the subcontract number which appears on the cover sheet of this subcontract, (3) the occurrence number associated with the requested payment as contained in Article 3 or a description of the supplies, or services covered by the invoice; and (4) any other information or documentation required by other provisions of this subcontract.

Payments under this subcontract shall be made in accordance with the payment terms and to the Subcontractor's remittance name and address shown on the cover sheet of this subcontract. Final payment under this subcontract shall be made upon receipt of any required patent clearance from DOE and receipt of a final executed Release of Claims.

The payment terms of this subcontract shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of all deliverables, reporting requirements or closeout documentation covered by the invoice, whichever is later.

The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the Article 3 showing the total fixed price invoiced both currently and cumulatively. An authorized representative of the Subcontractor shall sign the following certification on each invoice submitted for payment:

"I certify that this invoice is correct and proper for payment, and payment for this amount has not and will not be received under any other Government contract or subcontract or other source of Government funds. I further certify that the level of price participation established under the terms and conditions of this subcontract is being met in the performance of the work under this subcontract.

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date"

The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this subcontract associated with the fixed price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.



#### ARTICLE 11 - PUBLIC DISCLOSURE

- A. Publicity release of any nature in connection with this subcontract shall not be made by the Subcontractor without prior review and approval of the NREL Subcontract Administrator.
- B. The Subcontractor should particularly note that all papers and documents which are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor's reports is specifically required and set forth in Appendix C hereof.

#### ARTICLE 12 - ALTERATIONS TO TERMS AND CONDITIONS

- A. Appendix B-3 is hereby modified by adding the following clauses thereto:

##### **ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) - DEAR 952.209-72**

- A. Purpose

The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests that relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

## B. Scope

The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

### 1. Use of Subcontractor's Work Product

- (i) The Subcontractor shall be ineligible to participate in any capacity in NREL/DOE contracts, subcontracts, or proposals therefor (solicited any unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract for a period of five years after the completion of this subcontract. Furthermore, unless so directed in writing by the NREL Subcontract Administrator, the subcontract shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.
- (ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the NREL Subcontract Administrator, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to NREL/Government.

### 2. Access to and use of information

- (i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as NREL/DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of the NREL Subcontract Administrator it shall not:
  - a. Use such information for any private purpose unless the information has been released or otherwise made available to the public;



- b. Compete for work for NREL/DOE based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;
  - c. Submit an unsolicited proposal to the NREL/Government which is based on such information until one year after such information is released or otherwise made available to the public; and
  - d. Release such information unless such information has previously been released or otherwise made available to the public by NREL/DOE.
- (ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
  - (iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with subparagraphs (b) (2) (i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this subcontract.

C. Disclosure after award

1. The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior toward of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to the NREL Subcontract Administrator. Such disclosure may include a description of any action that the subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The NREL/DOE may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of the Government.
2. In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the NREL Subcontract Administrator, the NREL/ DOE may terminate this subcontract for default.

D. Remedies

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the NREL/DOE may terminate the subcontract for default, disqualify the Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.

E. Waiver

Request for waiver under this clause shall be directed in writing to the NREL Subcontract Administrator and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the NREL/DOE, the NREL Subcontract Administrator may grant such a waiver in writing.

**“CLAUSE 49 - SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO DOE/NREL FOR AUDIT BY THE GENERAL SERVICES ADMINISTRATION. (JUN 1997) AND COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)  
*Derived from FAR 52.247-1***

**NOTATION**

If the NREL Subcontract Administrator authorizes supplies to be shipped on a commercial bill of lading and the Subcontractor will be reimbursed these transportation costs as direct allowable costs, the Subcontractor shall ensure before shipment is made that the commercial shipping documents are annotated with the following notation:

“Transportation is for the U.S. Department of Energy, acting through its National Renewable Energy Laboratory (NREL) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by NREL on behalf of the Government, pursuant to cost-reimbursement contract No. DE-AC36-99GO10337. This may be confirmed by contacting The Golden Field Office, 1617 Cole Blvd. Golden, CO 80401.”

**ARTICLE 13 - INTEGRATION**

This subcontract contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED:

AUTHORIZED: MIDWEST RESEARCH INSTITUTE NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_